

TOWN OF FLORENCE

ORDINANCE NO. 460-07

AN ORDINANCE OF THE TOWN OF FLORENCE AMENDING THE "TOWN OF FLORENCE ZONING MAP" BY AMENDING THE PUD ZONING FOR THE MERRILL RANCH DEVELOPMENT (PZ-6051-R).

WHEREAS, an amendment to the approved PUD Zoning has been proposed and appropriate public hearings have been held by the Planning and Zoning Commission; and

WHEREAS, said proposal has been considered by the Common Council and the recommended zoning classification has been found to be appropriate and thereby should be imposed, and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF FLORENCE AS FOLLOWS:

The Zoning Map, Florence Arizona, is hereby amended by amending the PUD zoning for Merrill Ranch as depicted on EXHIBIT A attached hereto, subject to the following conditions:

1. Any property development standard in any zoning category may not exceed the limitations prescribed as set forth in the Merrill Ranch Master Development Plan (a.k.a., PUD) or, if not addressed in the PUD, may not exceed those development standards existing in the applicable section of the Florence Development Code at the time of the recordation of the Merrill Ranch Pre-Annexation & Development Agreement recorded on the Official Records of the Pinal County Recorder on December 11, 2003 with a Fee Number of 2003-086513, and as subsequently amended, including both amendments to the Development Agreement and the Merrill Ranch PUD.
2. All arterial-arterial, arterial-collector, and collector-collector intersections shall meet at 90 degree angles, or as may be approved by the Town Engineer in accordance with commonly accepted engineering guidelines/principles, and be engineered to Town standards and per the recommendations of the Town Engineer. The design configuration of the Hunt Highway and Attaway Road intersection shall be per the review and approval of the Town Engineer.

3. Felix Road shall transition into Attaway Road south of Hunt Highway to provide for a north-south arterial roadway through the adjacent property to the south per Roadway Alignment and Dedication Development Agreement among the Owner, the Town, and the owner of the adjacent property. The exact engineering design for this roadway connection shall be subject to the review and approval of the Town Engineer. The depiction of the road across the "Monterra" project shall be removed from the current Merrill Ranch Master Development Plan. Owner agrees that construction of Felix Road south of Hunt Highway shall commence concurrently with the construction of Felix Road through the adjacent property to the south, if not earlier, in accordance with the Roadway Alignment and Dedication Development Agreement among the Owner, the Town, and the owner of the adjacent property.
4. The Town Engineer reviewed and approved Traffic Study for the subject project and the recommendations of the Town Engineer shall determine ultimate major roadway designations and roadway cross-sections. Unless recommended by the approved Traffic Study for the subject project and approved by the Town Engineer, Plant Road shall be classified as a major arterial roadway. Cross-sections for roadways within approved improvement plans or Final Plats as of the effective day of this ordinance shall remain as designed and engineered, except where owner/developer and Town agree to make mutually acceptable modifications.
5. One local street cross-access shall be granted between Merrill Ranch and the adjacent proposed Heritage Creek Estates project at such time as the Merrill Ranch parcels adjacent to the Heritage Creek Estates project are developed.
6. The Merrill Ranch Master Development Plan, dated January 26, 2007, as may be amended to reflect the final stipulations of Town Council approval, shall supersede any previously accepted development Plan, Master Development Plan, or PUD Development Guide for the Merrill Ranch PUD.
7. Zero-lot line development shall not be permitted within any residential or non-residential zone within the PUD unless there are provisions for maintenance agreements/easements and the development is in compliance with all applicable building and fire safety codes.
8. Owner-occupied dwelling units within 200 feet of the railroad track shall be constructed with reasonable design features, such as increased insulation, dual pane windows, and/or other acceptable methods, to help mitigate sound and vibration impacts from the adjacent railroad.
9. All signage for the Merrill Ranch PUD shall be subject to the review and approval of Comprehensive Sign Guidelines reviewed and approved by the Planning and Zoning Commission.

10. Density transfers shall be permitted per the Merrill Ranch Development Agreement, as amended, except that density transfers resulting in an R-1 Zone being increased in density to an R-2 Zone, and an R-2 Zone being increased in density to an R-3 Zone shall be approved through a public PUD Amendment process if the resulting Zone Change area with increased density is adjacent to a subdivision that has approved building permits for a lesser Zone. It is the Owner's, Developer's and/or Builder's obligation to disclose the possibility of density transfers within the subject project in the Subdivision Public Reports for the project. Applicable Merrill Ranch Master Development Plan exhibits shall be modified to reflect all density transfers and provided to the Town Planning and Zoning Department.
11. Except for parcels 47-56 in the South Village Planning Area along Hunt Highway (parcels fronting the south side of Hunt Highway), the movement or transfer of CE-M, CE-R, CE-I and VMU Zones within the PUD, other than movement necessitated by standard engineering requirements approved by the Town, internal/external roadway re-alignments approved by the Town, changes to the regional transportation network that are approved by the Town or determined by ADOT (e.g., the North-South Freeway corridor) and approved residential density transfers, shall require a public PUD Amendment process if the changes result in a parcel having a higher and more intense use than as identified in the Merrill Ranch Master Development Plan. It is the Owner's, Developer's and/or Builder's obligation to disclose the possibility of Zone transfers/movements within the subject project in the Subdivision Public Reports for the project. Applicable Merrill Ranch Master Development Plan exhibits shall be modified to reflect/document all approved Zone transfers/movements and provided to the Town Planning and Zoning Department.
12. Residential land uses within the CE-R and CE-M zones shall be limited to R-3 Zone uses that are fully integrated, either horizontally or vertically, into mixed use master plans or mixed use developments so the residential components of these zones is complimentary to the primary intended non-residential usage of said Zones.
13. The standards for R-1 Single-Family Residential Zone shall be amended as follows:
 - a. It shall be noted that a Casita shall not be allowed to be a second dwelling unit as defined by Town Code, applicable Building Codes, and as per the intent of the R-1 Single-Family Residential Zone;
 - b. At least forty-five percent of the total R-1 lots shall be a minimum of 55' wide and 6,000 square feet in area. At least 25 percent of the total R-1 lots shall be a minimum of 70 feet wide and 8,000 square feet in area. Said provisions shall apply to typical lots within a subdivision and not only irregular lots within the R-1 Zone. Lots that have received Preliminary Plat approval as of the effective date of

this ordinance shall be exempt from these noted lot area and lot width requirements so long as the subject Preliminary Plat approvals remain valid and/or the subject areas receive and maintain Final Plat approval. Furthermore, it shall be the owner's/developer's/builder's obligation to maintain a lot width and area analysis for Merrill Ranch in order to show ongoing compliance with said requirements.; and

- c. Side yard setbacks in the R-1 Zone shall be increased to 5'/10' for all lots in a subdivision where the minimum lot width is identified as being at least 70 feet.
14. The standards for R-2 Single-Family and Multi-Family Residential Zone shall be amended as follows:
- a. The minimum lot width and lot area for the Single-Family Detached homes category in the R-2 Zone shall be 45 feet and 4,000 square feet, respectively.
15. The standards for R-3 Multi-Family Residential Zone shall be amended as follows:
- a. The maximum building height within the R-3 Zone shall be reduced to 30 feet/2 stories for any building within 100 feet of a R-1 Zone or an R-2 Zone that is final platted for single-family detached homes.
16. Durations of subdivision plat approvals and civil plan approvals shall be as allowed per Town Code, except that any Preliminary Plat approvals granted by the Planning and Zoning Commission after the effective date of this ordinance shall be valid for two years from the date of Planning and Zoning Commission approval. Developer/Owner agree that the option of using a Certificate of Occupancy hold as a means of a construction assurance shall be restricted to the usage of homebuilders and commercial property developers that can provide documentation to the Town showing that said parties requesting this form of assurance are fiscally and professionally fit as determined by having a minimum net worth of five million dollars, a satisfactory development performance history and other factors all to be reasonably determined by the Town and approvals shall not be unreasonably withheld by the Town. No Final Plats shall be recorded without having a Town approved financial/construction assurance in place. Final Plat approvals shall be limited to a one year term with the right to request Town approvals of additional one year terms, which shall not be unreasonably withheld.
17. Developer/Owner shall work with Town staff to locate open space/parks adjacent to school sites.
18. Developer/Owner shall work with Town staff to appropriately locate and design community parks within the development that can be utilized by the public where

said parks are planned to be dedicated to the Town and/or Community Facilities District (CFD) for such purpose.

19. No single-family detached residential home within the subject project shall have a front facing garage door that exceeds more than 54 percent of the front plane of the subject home (for example, if a front facing garage door is 16 feet wide, the total width of the front plane of the home shall be no less than 30 feet).
20. Vehicular and pedestrian access shall be provided up to the boundary of the adjacent Poston Butte Park in a manner acceptable to the Town. Owner/Developer/Builder hereby agree to dedicate an appropriate amount of land not to exceed one half acre for the purpose of the creating a Town owned and developed trailhead for the adjacent Poston Butte Park. The precise amount of land to be dedicated shall be determined by the Town approved design of the trailhead, but shall not exceed one half acre. Owner/Developer/Builder also agree to work with the Town to establish public access to the trailhead and the dedication of the trailhead property in a prompt manner and no later than upon the development of parcels 41, 61, 62, 63 and/or 64 (parcels located adjacent to and north of the subject park site).
21. The standards for all CE Zones shall be amended as follows:
 - a. When adjacent to R-1/R-2 Zones, the required minimum 25 foot wide landscape buffer shall include an appropriate mix of 24" and 36" box trees that will have vertical and horizontal growth patterns necessary to provide increased buffering of land uses. Tree types and quantities shall be subject to the review and approval of the Planning and Zoning Commission during the Design Review process.
22. The standards for CE – I Employment Zone shall be amended as follows:
 - a. When adjacent to an R-1/R-2 Zone, the maximum building height within 75' to 200' shall be 35 feet.
 - b. When adjacent to an R-1/R-2 Zone, buildings shall be designed to minimize building mass and break up roof lines to improve the architectural compatibility with adjacent residential areas.
23. Town and Owner agree to work together in good faith to modify any applicable portions of the Merrill Ranch Development Agreement that may be found to be in conflict with this PUD Amendment approval.
24. Developer/Owner agrees to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. 12-1134] pursuant to the waiver attached hereto as Exhibit B.


25. A desert specimen tree and native cactus conservation and relocation plan, meeting the approval of the Town Planning Director and subject to compliance with all applicable Town and State laws and requirements, shall be submitted prior to the issuance of mass subdivision grading permits for the site. The plan shall, amongst other things, highlight methods that will be utilized towards the preservation of specific desert areas within the site and define how desert specimen trees and saguaro cacti will be relocated within the subject property. Approval of the subject plan by the Town Planning Director shall not be unreasonably withheld.
26. Any additional stipulations deemed necessary by the Town Council.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Florence this 4 day of June 2007.


Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:


Lisa Garcia, Town Clerk


James Mannato, Town Attorney

PARCEL 1

A parcel of land lying within the West Half of the Northwest Quarter, and the Southwest Quarter of Section 29, Section 30, Township 4 South, Range 9 East, and the North Half and Southwest Quarter of Section 25, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

BEGINNING at the North Quarter corner (GLO Brass Cap) of said Section 30, from which point the Northeast Corner (GLO Brass Cap) of Section 30 bears S 89°55'22" E, a distance of 2622.99 feet;

Thence S 89°55'22" E along the north line of the Northeast Quarter of said Section 30, a distance of 2622.99 feet;

Thence N 89°54'02" E along the north line of the West Half of the Northeast Quarter of said Section 29, a distance of 1305.17 feet;

Thence S 00°03'48" E along the east line of said West Half of the Northwest Quarter of Section 29, a distance of 2641.60 feet;

Thence N 89°52'39" E along the south line of the Northwest Quarter of Section 29, a distance of 777.81 feet;

Thence S 75°16'07" W a distance of 2156.71 feet;

Thence S 00°00'12" W a distance of 56.88 feet to a point on the north right of way line of Hunt Highway, as described in Docket 370, Pages 561-563 of Pinal County Records;

Thence S 75°17'19" W along said right of way, a distance of 2492.40 feet;

Thence continuing along said right of way, 279.62 feet along the arc of a curve to the left, having a radius of 2634.60 feet, through a central angle of 06°04'52", a chord bearing S 72°14'53" W and a chord distance of 279.49 feet to a point on the north line of the South Half of the Southwest Quarter of said Section 30;

Thence leaving the north right of way of Hunt Highway, N 89°57'16" W along said north line of the South Half of the Southwest Quarter of Section 30, a distance of 2564.88 feet;

Thence S 00°25'47" E along the west line of said South Half of the Southwest Quarter of Section 30, a distance of 1038.51 feet to a point on the North line of the Arizona Eastern Railroad right of way, as described in Book 43 of Deeds, Page 362 of Pinal County Records;

Thence S 64°33'15" W along said northern right of way, a distance of 303.73 feet to a point on the north right of way of the Hunt Highway, as described in Docket 370, Pages 561-563 of Pinal County Records;

Thence S 89°20'34" W along said right of way, a distance of 656.10 feet;

Thence continuing along said right of way 199.60 feet along the arc of a curve to the right, having a radius of 24462.54 feet, through a central angle of 00°28'03", a chord bearing S 89°34'36" W and a chord distance of 199.60 feet;

Thence S 89°48'37" W along said right of way, a distance of 831.85 feet;

Thence leaving said north right of way N 00°21'54" W a distance of 2463.61 feet to a point on the North line of the Southeast Quarter of Section 25, Township 4 South, Range 8 East;

Thence N 88°51'55" E along the North line of said Southeast Quarter, a distance of 1960.14 feet, to a point on the West line of the south half of the Northwest Quarter of Section 30, Township 4 South, Range 9 East;

Thence N 00°25'23" W along said West line, a distance of 1322.50 feet;

Thence S 89°55'54" E along the North line of the South Half of the Northwest Quarter of said Section 30, a distance of 2641.33 feet to a point on the East line of said Northwest Quarter;

Thence N 00°07'42" W along said East line, a distance of 1321.66 feet, to the POINT OF BEGINNING;

INCLUDING:

PARCEL 2

A parcel of land lying within the Southwest Quarter of the Southwest Quarter of Section 26, Section 27, the North Half and the South Half of the South Half of Section 28, Section 29, the South Half of Section 30, the Northeast Quarter of Section 31, Section 32, Section 33, the North Half of Section 34, and the Northwest Quarter of Section 35, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

BEGINNING at the Northwest Corner (GLO Brass Cap) of said Section 31, from which point the North Quarter Corner (GLO Brass Cap) of Section 31 bears S 89°57'24" E, a distance of 2620.62 feet;

Thence N 00°25'47" W a distance of 49.64 feet to a point on the south right of way of Hunt Highway, as described in Docket 370, Pages 561-563 of Pinal County Records;

Thence the following courses along said southerly right of way:

Thence 207.59 feet along the arc of a non-tangent curve to the left, having a radius of 1438.39 feet, through a central angle of 08°16'08", a chord bearing N 69°16'58" E and a chord distance of 207.41 feet, from which point the radius point bears N 16°34'58" W;

Thence N 65°08'54" E a distance of 2459.08 feet;

Thence 448.57 feet along the arc of a curve to the right, having a radius of 2534.60 feet, through a central angle of $10^{\circ}08'25''$; a chord bearing $N 70^{\circ}13'06'' E$ and a chord distance of 447.99 feet;

Thence $N 75^{\circ}17'19'' E$ a distance of 2466.13 feet;

Thence $N 75^{\circ}16'07'' E$ a distance of 7949.48 feet;

Thence 957.46 feet along the arc of a curve to the right, having a radius of 1859.92 feet, through a central angle of $29^{\circ}29'42''$; a chord bearing $S 89^{\circ}59'02'' E$ and a chord distance of 946.93 feet;

Thence $S 75^{\circ}14'54'' E$ a distance of 5863.65 feet;

Thence 908.83 feet along the arc of a curve to the left, having a radius of 1958.99 feet, through a central angle of $26^{\circ}34'52''$; a chord bearing $S 88^{\circ}32'20'' E$ and a chord distance of 900.70 feet;

Thence $N 78^{\circ}10'14'' E$ a distance of 583.81 feet to a point on the west line of the Southwest Quarter of said Section 26;

Thence leaving said southerly right of way, $S 00^{\circ}20'50'' W$ along said west line of the Southwest Quarter of Section 26, a distance of 1216.96 feet;

Thence $S 89^{\circ}47'38'' E$ along the north line of the Southwest Quarter of the Southwest Quarter of Section 26, a distance of 1316.15 feet;

Thence $S 00^{\circ}18'14'' W$ along the east line of said Southwest Quarter of the Southwest Quarter of Section 26, a distance of 1317.28 feet;

Thence $S 89^{\circ}50'44'' E$ along the south line of the Southwest Quarter of Section 26, a distance of 82.56 feet;

Thence $S 03^{\circ}05'50'' E$ a distance of 860.42 feet;

Thence $S 89^{\circ}43'50'' W$ a distance of 130.00 feet;

Thence $S 00^{\circ}03'49'' W$ a distance of 457.38 feet;

Thence $N 89^{\circ}53'30'' W$ a distance of 1318.79 feet;

Thence $S 66^{\circ}23'02'' W$ a distance of 431.39 feet;

Thence $S 73^{\circ}21'11'' W$ a distance of 208.28 feet;

Thence $S 72^{\circ}34'30'' W$ a distance of 577.19 feet;

Thence $S 83^{\circ}46'33'' W$ a distance of 757.58 feet;

Thence $N 89^{\circ}08'42'' W$ a distance of 458.77 feet;

Thence $N 73^{\circ}55'49'' W$ a distance of 840.74 feet;

Thence S 79°27'03" W a distance of 710.35 feet;
Thence S 71°39'18" W a distance of 985.19 feet;
Thence S 69°31'45" W a distance of 647.77 feet;
Thence S 80°06'31" W a distance of 597.69 feet;
Thence S 54°19'50" W a distance of 328.68 feet;
Thence N 88°54'33" W a distance of 719.02 feet;
Thence N 80°55'39" W a distance of 998.39 feet;
Thence S 89°08'42" W a distance of 458.77 feet;
Thence S 75°53'31" W a distance of 1263.64 feet;
Thence S 69°12'36" W a distance of 408.81 feet;
Thence S 68°44'03" W a distance of 1245.99 feet;
Thence N 00°01'26" W a distance of 1026.64 feet;
Thence S 90°00'00" W a distance of 1462.35 feet to a point on the west line of the Northeast Quarter of said Section 32;
Thence N 00°25'20" W along said west line of said Northeast Quarter of Section 32, a distance of 2138.04 feet;
Thence N 00°06'28" W along the east line of the South Half of the Southwest Quarter of said Section 29, a distance of 1320.86 feet;
Thence S 89°52'18" W along the north line of said South Half of the Southwest Quarter of Section 29, a distance of 2618.53 feet;
Thence S 00°00'12" W along the west line of said South Half of the Southwest Quarter of Section 29, a distance of 1321.13 feet;
Thence N 89°51'56" E along the south line of said South Half of the Southwest Quarter of Section 29, a distance of 1310.55 feet;
Thence S 00°26'03" E along the east line of the Northwest Quarter of the Northwest Quarter of Section 32, a distance of 1319.56 feet;
Thence S 89°53'14" W along the south line of the Northwest Quarter of the Northwest Quarter of Section 32, a distance of 1310.28 feet;

Thence N 89°59'26" W along the south line of the North Half of the Northeast Quarter of Section 31, a distance of 2612.50 feet;

Thence N 00°23'04" W along the west line of the North Half of the Northeast Quarter of Section 31, a distance of 1320.29 feet;

Thence N 89°57'24" W along the north line of the Northwest Quarter of Section 31, a distance of 2620.62 feet to the POINT OF BEGINNING;

Said Description contains 1988.8273 acres, more or less, including any easements of record.

EXCEPTING THEREFROM:
PARCEL 2 EXCEPTION:

A parcel of land lying within the North Half of the South Half of Section 28, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:
BEGINNING at the West Quarter Corner (GLO Brass Cap) of said Section 28, from which point the Southwest Corner (GLO Brass Cap) of Section 28 bears S 00°13'50" E, a distance of 2639.87 feet;

Thence N 89°50'47" E along the east-west mid section line of said Section 28, a distance of 5266.23 feet;

Thence S 00°19'15" W along the east line of the North Half of the South Half of Section 28, a distance of 1321.42 feet;

Thence S 89°51'21" W along the south line of said North Half of the South Half of Section 28, a distance of 5029.08 feet;

Thence S 90°00'00" W along the south line of said North Half of the South Half of Section 28, a distance of 224.44 feet;

Thence N 00°13'50" W along the west line of said North Half of the South Half of said Section 28, a distance of 1319.93 feet to the POINT OF BEGINNING;

Said Description contains 159.5016 acres, more or less.

AND INCLUDING:
PARCEL 3:

A parcel of land lying within the Southwest Quarter of Section 14, Section 15, Section 16, Section 17, the Northeast Quarter of Section 20, Section 21, Section 22, the West Half of Section 23, the Northwest Quarter of Section 27, and the North Half of Section 28, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

BEGINNING at the Northwest Corner (GLO Brass Cap) of said Section 17, from which point the North Quarter corner (GLO Brass Cap) of Section 17 bears S 89°57'35" E, a distance of 2624.75 feet;

Thence S 89°57'35" E along the north line of the Northwest Quarter of said Section 17, a distance of 2624.75 feet;

Thence S 89°57'52" E along the north line of the Northeast Quarter of Section 17, a distance of 2626.03 feet;

Thence N 89°47'22" E along the north line of the Northwest Quarter of said Section 16, a distance of 2625.24 feet;

Thence N 89°51'22" E along the north line of the Northeast Quarter of Section 16, a distance of 2625.94 feet;

Thence S 89°46'32" E along the north line of the Northwest Quarter of said Section 15, a distance of 212.52 feet;

Thence S 67°45'17" E a distance of 1728.38 feet;

Thence S 59°55'00" E a distance of 7098.59 feet to a point on the east line of the Southwest Quarter of said Section 14;

Thence S 00°22'45" E along said east line of the Southwest Quarter of Section 14, a distance of 1107.67 feet;

Thence S 00°17'40" E along the east line of the Northwest Quarter of Section 23, a distance of 2632.20 feet;

Thence S 00°17'33" E along the east line of the Southwest Quarter of Section 23, a distance of 2631.14 feet;

Thence N 89°36'18" W along the south line of said Southwest Quarter of Section 23, a distance of 2616.85 feet;

Thence N 89°55'44" W along the south line of the Southeast Quarter of said Section 22, a distance of 2645.13 feet;

Thence N 89°59'05" W along the south line of the Southwest Quarter of Section 22, a distance of 2642.21 feet;

Thence S 00°17'44" W along the west line of the North Half of the Northwest Quarter of said Section 27, a distance of 1321.14 feet;

Thence S 89°58'56" E along the south line of the North Half of the Northwest Quarter of said Section 27, a distance of 2640.87 feet;

Thence S 00°21'14" W along the east line of the South Half of the Northwest Quarter of Section 27, a distance of 903.29 feet to a point on the north right of way of the Union Pacific Railroad, as described in Docket 53, Page 526 of Pinal County Records;
Thence the following courses along said northerly right of way:

Thence N 75°14'48" W a distance of 4579.24 feet;

Thence N 75°14'10" W a distance of 262.08 feet;

Thence 758.17 feet along the arc of a curve to the right, having a radius of 1850.00 feet, through a central angle of $23^{\circ}28'52''$, a chord bearing $N 63^{\circ}29'44'' W$ and a chord distance of 752.88 feet;

Thence $N 51^{\circ}45'18'' W$ a distance of 1229.87 feet;

Thence 582.38 feet along the arc of a curve to the right, having a radius of 1030.00 feet, through a central angle of $32^{\circ}23'46''$, a chord bearing $N 35^{\circ}33'27'' W$ and a chord distance of 574.65 feet;

Thence $N 19^{\circ}21'34'' W$ a distance of 1066.56 feet;

Thence 622.26 feet along the arc of a curve to the left, having a radius of 2235.00 feet, through a central angle of $15^{\circ}57'07''$, a chord bearing $N 27^{\circ}20'07'' W$ and a chord distance of 620.25 feet;

Thence $N 35^{\circ}18'41'' W$ a distance of 2839.32 feet;

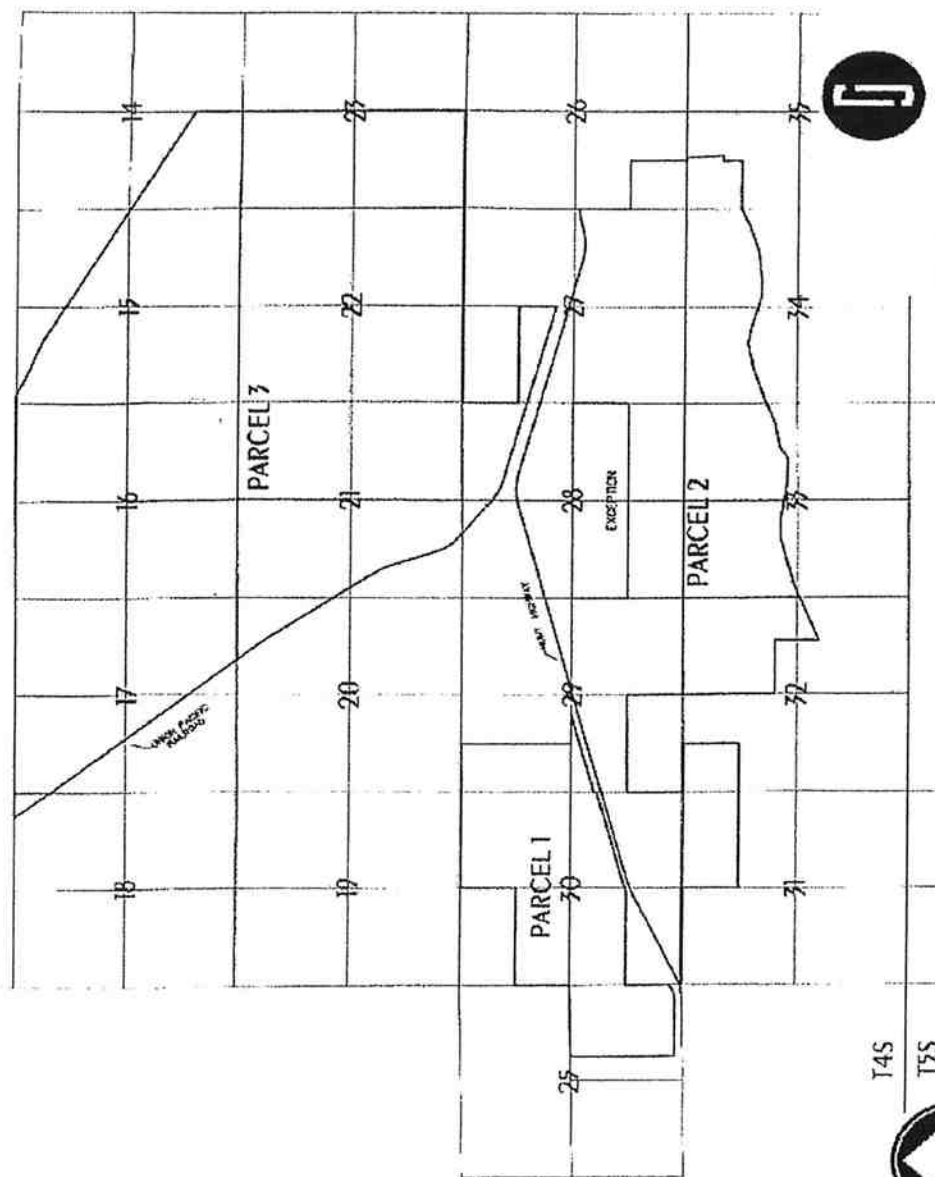
Thence 454.45 feet along the arc of a curve to the left, having a radius of 6828.00 feet, through a central angle of $03^{\circ}48'48''$, a chord bearing $N 37^{\circ}13'05'' W$ and a chord distance of 454.36 feet;

Thence $N 39^{\circ}07'29'' W$ a distance of 7401.12 feet to a point on the north line of the Northeast Quarter of said Section 18;

Thence leaving said northerly right of way, $S 89^{\circ}56'54'' E$ along said north line of the Northeast Quarter, a distance of 664.87 feet, to the POINT OF BEGINNING;

Said Description contains 3394.6062 acres, more or less, including any easements of record.

Total acreage for Parcels 1, 2, and 3, excepting the Parcel 2 exception is 5802.9605 acres, including any easements of record.



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EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of PUD Rezoning Amendment Application PZ-6051-R ("Amendment PZ-6051-R"). By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of PUD Rezoning Amendment Application PZ-6051-R ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of PUD Rezoning Amendment Application PZ-6051-R. Except as expressly set forth in Amendment PZ-6051-R and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

Dated this 21st day of March 2007.

Owner: **WHM Merrill Ranch Investments, LLC**

By: Hugh O. Nowell
Print Name

[Signature]
Signature

Its: Executive Vice President
Title

(Notary)

